

APIARY INSPECTOR AGREEMENT

This Contractual Agreement is made effective for all purposes and in all respects as of this ____ day of _____, 2010, by and between **Washington County** (hereinafter known as "COUNTY") and **Casey Lofthouse** (hereinafter known as "INSPECTOR") who shall collectively be known herein as "the PARTIES".

RECITALS:

WHEREAS, the COUNTY is a governmental subdivision of the State of Utah;

WHEREAS, under the Utah Bee Inspection Act, Section 4-11-5 states that a County Bee Inspector will be appointed as a resource to beekeepers and the public;

WHEREAS, INSPECTOR is qualified and has the expertise, training and ability to provide special assistance to the COUNTY as County Bee Inspector;

WHEREAS, the COUNTY wishes to contract with the INSPECTOR and the INSPECTOR wishes to accept such a contract on the terms and under the conditions recited below;

1. This is a seasonal position. The INSPECTOR is to be a resource capable of inspecting honey bee colonies and beekeeping equipment to detect infectious, contagious, or communicable bee diseases.
2. The INSPECTOR shall:
 - a. Maintain a dialogue with local and/or regional beekeeping clubs and organizations; and cooperate with state officials, researchers, county agents and others in joint programs regarding prevention and control of bee diseases.
 - b. Set up appointments with bee owners for expeditious inspections of apiaries; prepare records, forms, files, and reports; and supervise the destruction of infected material if necessary.
 - c. Implement Best Management Practices with local beekeepers to maintain gentle bees in any territory that would otherwise host Africanized Honey Bees.
 - d. Advise homeowners and others of options available to them, as appropriate in dealing with feral bee colonies that are discovered on their property. It will not be the INSPECTOR's responsibility to eradicate such colonies, but only to serve as an information conduit in such cases.
3. The INSPECTOR's point of contact with the COUNTY will be the County Administrator.
4. Before COUNTY shall make any payments for the contracted services, INSPECTOR shall file a Certificate of Insurance with the Washington County Clerk, showing that a valid worker's compensation policy exists and provides coverage for INSPECTOR, employees of INSPECTOR, any Subcontractors employed by INSPECTOR, and any employees of a Subcontractor employed by INSPECTOR.
5. INSPECTOR may hire people to assist INSPECTOR in providing the services contracted herein. However, if INSPECTOR hires persons under the age of 18, INSPECTOR shall comply with all State and Federal requirements, specifically including, but not limited to, the Fair Labor Standards Act, as regulated under 29 C.F.R. § 570, and Utah Code Annotated, § 34-23-201 *et seq.*
6. INSPECTOR (a subcontractor of INSPECTOR or contract employee of INSPECTOR) shall certify that it does not and will not, during the performance of this contract, knowingly employ,

or subcontract with any entity which employs workers in violation of 8 USC § 1324a. INSPECTOR agrees to produce, at the COUNTY's request, such documents, which are required to verify compliance with applicable State and Federal laws. If the INSPECTOR knowingly employs workers in violation of 8 USC § 1324a, such violation shall be cause of unilateral cancellation of the contract between INSPECTOR and the COUNTY. In the event this contract is terminated due to violation of 8 USC § 1324a by the INSPECTOR or subcontractor of the INSPECTOR, the INSPECTOR shall be liable for any and all costs associated with such termination, including, but not limited to, any damages incurred by the COUNTY, as well as attorney fees.

7. The PARTIES agree that INSPECTOR is an independent contractor, and neither INSPECTOR, nor any agent or employee, of INSPECTOR, shall be deemed an agent or employee of the COUNTY. This Agreement is for Bee Inspector services and INSPECTOR is not an employee of COUNTY and is not entitled to the benefits provided by the COUNTY to its employees. INSPECTOR solely controls the method and the manner of delivering the services required by this Agreement.
8. This Agreement shall not, nor shall any interest in this Agreement, be assignable, as to the interest of the INSPECTOR, without prior written consent of the COUNTY.
9. INSPECTOR shall hold the COUNTY harmless from any and all liability that may accrue as a result of this Agreement.
10. This Agreement may be amended upon the mutual agreement and consent of both PARTIES and when the change is in the best interest of the residents of the COUNTY.
11. The COUNTY agrees to pay the INSPECTOR a single payment of \$1000 per annum.
12. This Agreement, unless canceled in writing by either party with at least a 30 day notice, will renew automatically on May 1, of each succeeding year hereafter until the year 2015, at which time this Agreement will lapse.
13. The COUNTY may renew this contract as deemed by the County Commission to be necessary and appropriate and in the public interest and welfare.

WASHINGTON COUNTY

JAMES J. EARDLEY, Chair
Washington County Commission

Attest:

KIM M. HAFEN
Washington County Clerk/Auditor

CASEY LOFTHOUSE